FOI questions and answers in relation to the Five Year Street Tree Strategy

Key:
Black Text – My original questions
Blue Text – Sheffield Council answers to those questions
Red Text – My interpretation of their answers

Published on your website is a document called the "Streets Ahead Five Year Tree Management Strategy." I'd like to ask some questions about this, specifically:

1) Is this just a strategy intent document, rather than an actual delivery plan or delivery contract? (What I mean by this is that, in central government where I work, we produce strategy documents all the time, where we signal a vision or intent. But to turn them into a reality requires a delivery plan, and often a contract with a private provider, governance, and Terms of Reference. In other words, the strategy intent is often very different to what the contract ultimately states will be delivered, so sometimes, not all the strategy intent can be delivered)

We do not hold recorded information relevant to this request/ question. Under our duty to assist a requestor we can confirm that the document cited is, as stated, a 'strategy'. This is a document produced by Amey and outlines its strategic aims in the delivery for the management trees under the Streets Ahead Contract.

The answer is a bit vague here, but is clarified in later questions. At a high level though it confirms that the five year strategy document is just that, a strategy, not a contracted set of obligations. Also interesting here is the confirmation that it is Amey's strategy, which Sheffield Council has accepted, not Sheffield Council's own strategy.

2) Are the words that the Five Year Tree Management Strategy document contains the actual contractual obligations for Amey and Sheffield Council? Or are the real obligations contained in the actual PFI contract document that sets out the true terms of the obligations? (ie Does the PFI contract wording supersede the words of the Five Year Tree Management Strategy document in the eyes of the law?)

We do not hold recorded information relevant to this request/ question. Under our duty to assist we note as above this document is a strategy produced in accordance with the requirements of the Streets Ahead contract. In the event of any inconsistencies between

these documents, the obligations contained in the Streets Ahead contract take precedence over any document produced under it.

This clarifies and confirms once and for all that the Five Year Tree Management Strategy document is just a set of words, superseded by whatever is included in the PFI contract. In other words, the strategy document is pretty much irrelevant, other than the fact that the PFI document says one has to exist. But the words in it and the aims in it are not enforceable by the law if the words in the PFI contradict them.

3) Is the Five Year Tree Management Strategy referenced in the PFI contract at any point as defining parts of the obligations of the contract?

The Streets Ahead Contract does define the use and application of the Five Year Tree Management Strategy and this can be demonstrated in Schedule 1 Glossary of Contract Definitions available from http://www.sheffield.gov.uk/home/roads-pavements/streets-ahead/streets-ahead-documents.html which cites that the strategy is to be "prepared by the Service Provider in accordance with Annexure 3 to Service Standard 6 of Schedule 2 (Output Specification)" which as you are aware is under review pending future publication.

All this is doing is confirming that Amey are required by the PFI contract to create a Five Year Strategy document. But the previous answers confirm that it is just a set of words and aims, nothing more.

4) Would changes to the Five Year Tree Management Strategy document mean that the PFI contract had automatically and correspondingly been changed?

We do not hold recorded information relevant to this request/ question. Under our duty to assist we note as above this document is a strategy and not a contract term. The Streets Ahead contract contains the contractual obligations on both parties to the contract. Changes to the strategy would not cause changes to the terms of the contract.

Again, more words which re-confirm that the Strategy document is pretty much an irrelevance.

5) The Five Year Tree Management Strategy document lists 14 "free" costed engineering solutions. What would happen if a fifteenth "free" costed solution was inserted into a newer version of this document? Would this mean that Sheffield Council

were changing the terms of the PFI contract? Or would it simply mean that Sheffield Council were signalling their strategic intent to add a fifteenth "free" costed solution, with the actual delivery/implementation of this requiring a negotiation between Amey and Sheffield Council about the costs of actually making a corresponding change in the PFI contract document obligations?

We do not hold recorded information relevant to this request/ question. Under our duty to assist we note that this is a request for the handling of information and contractual terms under a hypothetical scenario; we do not hold information in this regard and do not feel that the FOI requires the Council to provide a response in this regard as we do not have a simple answer to the question posed.

I asked this question in case the answer to question 4 had been vague. But thankfully it was clear, so it doesn't really matter if this question hasn't been answered.